MEMO (fax)

12 December 1994

To: Beau Takahara, Peggy Lauer

From: Jerry George

Subj: Legacy Contract

This faxed contract has been revised to incorporate consideration of Legacy's response to the November 17 draft. It has also been revised to minimize Point's liability exposure and provide a means by which Point can recover costs associated supporting film production. The issue of content control remains unresolved.

Thoughts:

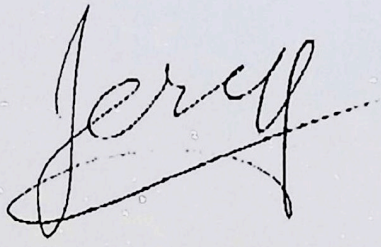
1. The only benefit to Point is public relations exposure. (agreed by all parties)
Should we invest Whole Earth's reputation in a PR campaign over which we have no content control? What would the costs be of a film/video which offends Whole Earth Review subscribers in a significant way?

2. Any of us could get hit by a bus (Tano's statement).
How would this contract look if it was being presented by a producer unknown to Point?

3. This contract grants rights over which we will have no further control once the agreement is signed. Those rights will be assigned to third parties.

4. What are we really trying to accomplish?

The bills for legal services are for your information. Point received them as copies only sent by Jamie Wolf. Apparently they have not been received by Legacy. Realizing that these bills have not been paid, we will now have to add $4,500 to our payables.



MOTION PICTURE RIGHTS AGREEMENT

AGREEMENT dated_____, 1994 between Point Foundation, 27 Gate Five,, CA 94965 ("Point") and Legacy Media, Inc., 2550 Ninth Street, #113-B, Berkeley, CA 94710-2552("Legacy")

WHEREAS, pursuant to a letter agreement dated August 24, 1993, between Point and Legacy (the "August 1993 Agreement") Point granted Legacy the exclusive worldwide film rights for the publication known as The Millennium Whole Earth Catalog;

WHEREAS, on December 3, 1993 Legacy has commenced filming of its first motion picture to be based on The Millennium Whole Earth Catalog (the "Motion Picture"); and

WHEREAS, Point and Legacy desire to restate and expand upon the terms and conditions of the August 1993 Agreement in this Agreement whose terms and conditions shall supersede the Agreement and all other written or oral agreements between the parties with respect to such film rights;

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Rights. Point hereby grants to Legacy, solely, exclusively, in perpetuity and throughout the universe all motion picture, television and allied rights in and to the Catalog (as defined below) and any and all parts thereof (including without limitation all ideas, formats, text, graphics, illustrations & photographs), including without limitation theatrical motion picture. television motion picture, television series, television special, theatrical remake, theatrical sequel, television remake, television sequel, home video and non-theatrical rights in and to the publication known as The Millennium Whole Earth Catalog.

2nd A out

Point hereby grants to Legacy license to use all of its trademarks associated with the Catalog including, without limitation, "Whole Earth Catalog", "Millennium Whole Earth Catalog", any design or logo trademarks and any other applicable trademarks that may hereafter be claimed by Point, in connection with the other rights granted pursuant to this section 1, and in advertising and publicity in connection therewith.

eliminates liability

2. Reserved Rights. Point. hereby reserves all rights not specifically granted hereunder, including, without limitation, all electronic and print publication rights, all on-line and computer rights, all live presentation, radio and audio recording rights and all merchandising and commercial tie-in rights (including without limitation all rights to produce home-shopping programming) in the Catalog, for use without restriction, subject to the following:

2.1. Legacy shall have the right to use, and to authorize the use of, summaries, excerpts and synopses of the Catalog in print publication form for advertising and publicity purposes and not for sale purposes in connection with the exercise by Legacy of its rights hereunder;

2.2. Legacy shall have the right to publish, and to authorize the publication of, any screenplays or teleplays and/or "making of", production history, personal commentary, souvenir programs or similar publications, with or without illustrations.

2.3. Legacy shall have the right to produce audio recordings specifically derived from and relating to the Motion Picture including soundtrack recordings audio transcripts of the Motion Picture.

In the event that Legacy has not entered into a binding agreement for sale or distribution of the first Notion Picture to be produced hereunder within {three} years of the date hereof, the rights granted under Section 1 shall automatically be deemed to be non-exclusive to Legacy with respect to any productions which Legacy has commenced; the rights granted under Section 1 shall automatically revert to Point, and Point shall be entitled to license such rights to third parties.

3. Compensation. In consideration to Point for entering into this Agreement, Legacy shall pay to Point an amount equal to 2.5% of all revenues actually received by Legacy from sale of the notion Picture or distribution of the Motion Picture theatrically, on television, on home video, non-theatrically, or otherwise after Legacy receives revenues front such sale or distribution of the Motion Picture in an amount equal to all costs incurred by Legacy to develop, produce and distribute the Motion Picture from the commencement of pre-production through execution of sales or distribution agreements. Appropriate accountings shall be made by Legacy to Point quarterly, commencing the first quarter after the initial distribution of the Motion Picture, and continuing so long as the Motion Picture is in actual distribution. Upon reasonable notice Point shall have the Right to audit the books and records of Legacy with respect to the foregoing.

Legacy and Point hereby acknowledge and agree that, as between Legacy and Point, Legacy shall bear all costs of developing, producing and distributing all productions produced hereunder.

4. Representation and Warrantics. Point hereby represents and warrants as follows:

4.1 There has been no known claim that the Catalog violates, conflicts with, or infringes upon any rights whatsoever of any person, firm or corporation.

4.2 The Catalog is protected by or subject to protection by copyright in the United States and in those countries which are signatory or adhere to the Universal Copyright Convention and is not in the public domain anywhere in the world where copyright protection is available.

5. Credit. If the Motion Picture is produced based upon the Catalog, Point shall receive credit on the screen, and, subject to paid advertising exceptions in agreement between Legacy and any distributor (s) of the Motion Picture, in paid advertising for the Motion Picture issued by or under the control of Legacy substantially as follows:

_____.

6. Legacy's Control. Point acknowledges the right of Legacy to make any changes in the Catalog in the preparation and exploitation of any productions based upon the Catalog hereunder, and in this connection Point acknowledges and agrees that Point will not have any right of approval with respect to any such changes or with respect to any element (script, graphics, directing, distribution, etc.) of any productions produced hereunder. Without limiting the generality of the foregoing, Legacy shall have all artistic control over and the right to cut, edit, add to, subtract from, arrange, rearrange and revise the Catalog in any manner; Point hereby waives any rights of *droit moral* or similar rights

which Point may have. Point agrees that Legacy shall be entitled to Copyright all productions produced hereunder in its own name. Legacy shall not be obligated to produce or release any production based upon the Catalog or to continue such production or release if commenced.

Notwithstanding the foregoing, if at any time Gaetano Maida shall cease to be the creative executive from Legacy supervising any project undertaken pursuant to this Agreement, Legacy shall promptly notify Point and at any time thereafter, upon written notice to Legacy, Point shall be entitled to cause all rights granted hereunder with respect to such project and all projects not yet completed and all future projects to revert to Point.

7. Point's Cooperation. Upon Legacy's reasonable request Point and its directors, officers and employees shall provide Legacy with access to information, images and background materials regarding entries featured in the Catalog and with access to film Point's activities in creating the Catalog and to interview Point's directors, officers and employees for the Motion Picture. Legacy agrees to pay for time and materials required to provide the foregoing access.

8. Further Assurances. Point agrees to complete and execute Assignments substantially in the form of the Assignment attached hereto (and all such other documents as Legacy may reasonably request) with respect to all versions of the Catalog and to permit Legacy to file them with the United States Copyright Office. In the event of a reversion of Rights as set forth in section 2 above, Legacy agrees to complete and execute assignments of the reverted rights back to Point (and all such other documents as Point may reasonably request) with respect to all versions of the Catalog and to permit Point to file them with the United states copyright office.

9. Assignment. Upon Point's prior written approval, which shall not be reasonably withheld, Legacy may assign its rights hereunder to any person, firm or corporation, provided, however, that such person, firm or corporation agrees in writing that Gaetano Kazuo Maida shall remain a credited producer of the Motion picture and that Legacy shall not be released from any of its obligations hereunder to Point unless the assignee assumes in writing all of such obligations.

10. Waiver of Conflict. The parties hereto hereby acknowledge that the law firm of Frankfurt, Garbus, Klein & Selz, P.C. has drafted this Agreement at the request and with the consent of each party, that each party has had the opportunity to seek independent counsel with respect to this matter and that such law firm continues to render legal services to each party. Therefore, each of the parties hereto hereby waives any rights to terminate, rescind, or disavow this Agreement based on such law firm's representation of each party with respect to this matter or to object to any conflict of interest which may exist or appear to exist in connection therewith. In the event of any dispute between the parties hereto concerning the Agreement, such law firm may not represent either party against the other with respect to such dispute.

The parties further acknowledge that Gaetano Kazuo Maida is a Director of Point and may receive financial benefits from the rights granted hereunder to Legacy, for which he acts as a senior producer. A copy of Maida's agreement with Legacy by which Legacy has authorized Maida to act as its creative executive, with full creative control, with regard to Legacy's motion picture and television projects, is attached hereto, and Legacy shall promptly furnish Point with all amendments or other agreements with bearing on Maida's position and responsibilities at Legacy. Point further acknowledges that it has given due consideration to this matter and has concluded that entering into this agreement is in the best interests of Point.

11. Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement or any breach hereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon such award rendered by the arbitrator may be entered in any court having jurisdiction over such controversy. The arbitrator shall have all the powers which are necessary or desirable to interpret or enforce this Agreement including, but not limited to, the power to grant injunctive relief. The arbitrator shall be an arbitrator qualified to serve in accordance with the rules of the American Arbitration Association who is approved by both Point and Legacy. In the absence of such approval, each party shall designate a person qualified to serve as an arbitrator in accordance with the rules of the American Arbitration Association and the two (2) persons so designated shall select an arbitrator from among those persons qualified to serve in accordance with the rules of the American Arbitration Association. The arbitration shall be held in Marin County, California. The costs and expenses of the arbitrator(s) shall be shared equally by the parties.

12. Notices. All payments and notices hereunder shall be given to Point and Legacy at their respective addresses set forth above or to such other address as either party shall specify by notice as herein provided. Copies of all notices to be given to Legacy shall be sent to Frankfurt, Garbus, Klein & Selz, P.C., 488 Madison Avenue, New York, New York 10022, Attn: Michael P. Frankfurt, Seq. or Jaime Wolf, Esq.

13. Miscellaneous .This Agreement shall be deemed made in Marin County, California and shall be construed in accordance with the laws of the State of California applicable to contracts entirely made and performed therein. This Agreement may not be modified, waived or added to except in a writing signed by both parties. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements between the parties with respect to the subject matter hereof including without limitation the August 1993 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

POINT FOUNDATION

By:_____
Authorized Officer

LEGACY MEDIA, INC

By:_____
Authorized Officer

FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

488 MADISON AVENUE

NEW YORK, NEW YORK 10022

TELEPHONE (212) 980-0120

CABLE ADDRESS MATMATO

FACSIMILE (212) 980-9179

November 10, 1994

Billed through 10/31/94

BILL NUMBER 05421-00000-009 MPF

POINT FOUNDATION
MR. GAETANO KAZUO MAIDA
2550 NINTH AVENUE
BERKELEY, CALIFORNIA 94710-2552

AMOUNT ENCLOSED $ _____
PLEASE DETACH THIS BILL AND RETURN WITH YOUR REMITTANCE

GENERAL REPRESENTATION

FOR PROFESSIONAL SERVICES RENDERED

CONFERENCE WITH WOLF RE: CA. NOT FOR PROFIT	
TOTAL FEES FOR THIS MATTER	$ 192.50

DISBURSEMENTS

TELEPHONE	7.60
LEXIS/NEXIS	28.06
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 35.66

LEGACY PRODUCTIONS

FOR PROFESSIONAL SERVICES RENDERED

PHONE CONFERENCE WITH TANO RE: STATUS OF POINT FOUNDATION	
REVIEW OF MEMO FROM TANO	
PHONE CONFERENCE WITH TANO RE: MEMO TO BOARD	
PHONE CONFERENCE WITH PEGGY LAUER	
PHONE CONFERENCE WITH PEGGY LAUER TO FOLLOW UP	
TOTAL FEES FOR THIS MATTER	$ 245.00

DISBURSEMENTS

TELEPHONE	21.01

FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

488 MADISON AVENUE

NEW YORK, NEW YORK 10022

TELEPHONE
(212) 980-9120

CABLE ADDRESS
MATMITO

FACSIMILE
(212) 980-9178

AMOUNT ENCLOSED $ _____
PLEASE DETACH THIS STUB AND RETURN WITH YOUR REMITTANCE

POINT FOUNDATION
BILL NUMBER 06421-00000-009 MPF

CAR SERVICE		15.00
TOTAL DISBURSEMENTS FOR THIS MATTER	$	30.01

TRADEMARKS

FOR PROFESSIONAL SERVICES RENDERED

LETTER TO TADEMARK OFFICE RE: TRADEMARK APPLICATIONS "WHOLE EARTH REVEIW" AND "WHOLE EARTH CATALOG" ORGANINZATION OF FILES PREPARATION OF TRADEMARK APPLICATIONS OF DRAWINGS FOR FILING WITH TRADEMARK OFFICE		
TOTAL FEES FOR THIS MATTER	$	600.00

DISBURSEMENTS

IN HOUSE DUPLICATING		112.50
POSTAGE		13.95
ON LINE SEARCHES		18.34
TOTAL DISBURSEMENTS FOR THIS MATTER	$	144.79

BILLING SUMMARY

TOTAL FEES	$	1,037.50

FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
488 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE
(212) 826-0150
CABLE ADDRESS
MATLITO
FACSIMILE
(212) 826-0176

AMOUNT ENCLOSED $ _____
PLEASE DETACH THIS STUB AND RETURN WITH YOUR REMITTANCE

POINT FOUNDATION
BILL NUMBER 05421 00000-009 MPF

TOTAL DISBURSEMENTS	$ 210.16
TOTAL CHARGES FOR THIS BILL	$ 1,253.00

October 10, 1994

Billed through 09/30/94

BILL NUMBER 05421-00000-008 MPF

POINT FOUNDATION
MR. GAETANO KAZUO MAIDA
2550 NINTH AVENUE
BERKELEY, CALIFORNIA 94710-2552

GENERAL REPRESENTATION

DISBURSEMENTS

FACSIMILE	4.00
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 4.00

LEGACY PRODUCTIONS

FOR PROFESSIONAL SERVICES RENDERED

PHONE CONFERENCE WITH TANO RE: WORK MADE FOR HIRE; RESEARCH RE: SALES TAX AND T/C CALIFORNIA TAX AUTHORITY
RESEARCH RE CALIFORNIA SALES AND USE TAX CODE
PHONE CONFERENCE WITH CALIFORNIA TAX AUTHORITY; REVIEW CALIFORNIA SALES TAX CODE; DRAFTED WORK MADE FOR HIRE AGREEMENT AND T/CS TANO TO FOLLOW UP
PHONE CONFERENCE WITH TANO; DRAFTED REVISED "PLAIN ENGLISH" MEMO FOR CONTRIBUTORS; T/C TANO TO FOLLOW UP AND RE: BUNDLING OF RIGHTS IN ELECTRONIC PROPERTIES
PHONE CONFERENCE WITH TANO MAIDA RE: WORK FOR HIRE AND ELECTRONIC RIGHTS AGREEMENT
PHONE CONFERENCE WITH TANO RE: ELECTRONIC RIGHTS AGENCY AGREEMENT
CONFERENCE WITH WOLFE
PHONE CONFERENCE WITH TANO, REVISED AGREEMENT AND DRAFTED BRIEF SIDE LETTER
DRAFTING OF REVISED SIDE LETTER AND PREPARED PACKAGE TO TANO
CONFERENCE WITH H. MATOVSKY

TOTAL FEES FOR THIS MATTER $ 1,180.50

'OINT FOUNDATION
:ILL NUMBER 05421-00000-008 MPF

'ISBURSEMENTS

IN HOUSE DUPLICATING	12.50
TELEPHONE	24.00
WORD PROCESSING	14.00
FACSIMILE	20.00
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 70.50

'RADEMARKS

'OR PROFESSIONAL SERVICES RENDERED

REVIEW OF TRADEMARK APPLICATIONS AND MEMO TO HM
REVIEW OF TRADEMARK OPPOSITION FOR WHOLE EARTH
PREPARATION OF TRADEMARK APPLICATION: WHOLE EARTH REVIEW
PREPARATION OF TRADEMARK APPLICATION: WHOLE EARTH REVIEW AND DESIGN
REVISION OF TRADEMARK APPLICATION "WHOLE EARTH CATALOG" CL.9
REVISION OF TRADEMARK APPLICATION "WHOLE EARTH REVIEW" CL.28
REVISION OF TRADEMARK APPLICATION "WHOLE EARTH REVIEW" CL.41
REVISION OF TRADEMARK APPLICATION "WHOLE EARTH REVIEW" CL.16
REVISION OF TRADEMARK APPLICATION "WHOLE EARTH REVIEW" CL.42
PREPARATION OF TRADEMARK APPLICATION: "WHOLE EARTH CATALOG AND DESIGN" CL.16

POINT FOUNDATION
BILL NUMBER 05421-00000-008 MPF

REVIEW OF TRADEMARK APPLICATIONS; CONF. H. MATCOVSKY	
LETTER TO CLIENT RE: TRADEMARK APPLICATIONS (ACTUAL USE)	
LETTER TO CLIENT RE: TRADEMARK APPLICAITONS (ITU)	
REVISION OF TRADEMARK APPLICATIONS	
CONFERENCE WITH E. ROSENTHAL RE: TRADEMARK APPLICATIONS	
PHONE CONFERENCE WITH CLIENT RE: TRADEMARK APPLICATIONS	
REVISION OF TRADEMARK APPLICATIONS	
REVISION OF TRADEMARK APPLICATION	
LETTER TO CLIENT RE: TRADEMARK APPLICATIONS	
TOTAL FEES FOR THIS MATTER	$ 1,158.50

DISBURSEMENTS

IN HOUSE DUPLICATING	37.00
TELEPHONE	15.62
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 52.62

BILLING SUMMARY

TOTAL FEES	$ 2,339.00
TOTAL DISBURSEMENTS	$ 127.12
TOTAL CHARGES FOR THIS BILL	$ 2,466.12

FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
488 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE
(212) 980-0120
CABLE ADDRESS
MATMITO
FACSIMILE
(212) 593-9175

September 10, 1994

Billed through 08/31/94

BILL NUMBER 05421-00000 006 MPP

POINT FOUNDATION
MR. GAETANO KAZUO MAIDA
2550 NINTH AVENUE
BERKELEY, CALIFORNIA 94710-2552

AMOUNT ENCLOSED $
PLEASE DETACH THIS BILL AND RETURN WITH YOUR REMITTANCE

GENERAL REPRESENTATION

DISBURSEMENTS

TELEPHONE	.46
TOTAL DISBURSEMENTS FOR THIS MATTER	$ .46

LEGACY PRODUCTIONS

FOR PROFESSIONAL SERVICES RENDERED

REVIEW OF AGREEMENTS
PHONE CONFERENCE WITH TANO RE: AGREEMENTS AND
DRAFTED REVISED SECTION RE: BUNDLING OF RIGHTS
CONFERENCE WITH JBS TO DISCUSS CD-ROM ISSUE AND
T/C TANO TO FOLLOW UP
CONFERENCE WITH J. WOLF RE CD-ROM

TOTAL FEES FOR THIS MATTER	$ 626.00

DISBURSEMENTS

IN HOUSE DUPLICATING	17.50
TELEPHONE	1.77
MEALS	13.53
WORD PROCESSING	24.50
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 57.30

TRADEMARKS

FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
488 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE
(212) 980-0120
CABLE ADDRESS
MATMATO
FACSIMILE
(212) 593-9175

AMOUNT ENCLOSED $ _____
PLEASE DETACH THIS BILL AND RETURN WITH YOUR REMITTANCE

POINT FOUNDATION
BILL NUMBER 05421-00000-006 MPF

FOR PROFESSIONAL SERVICES RENDERED

REVIEW OF APPLICATION

TOTAL FEES FOR THIS MATTER	$ 110.00

BILLING SUMMARY

TOTAL FEES	$ 736.00
TOTAL DISBURSEMENTS	$ 57.76
TOTAL CHARGES FOR THIS BILL	$ 793.76

FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

488 MADISON AVENUE

NEW YORK, NEW YORK 10022

TELEPHONE (212) 980-0120

CABLE ADDRESS MATMPO

FACSIMILE (212) 593-9175

August 10, 1994

Billed through 07/31/94

BILL NUMBER 05421-00000-003 MPF

POINT FOUNDATION
MR. GAETANO KAZUO MAIDA
2550 NINTH AVENUE
BERKELEY, CALIFORNIA 94710-2557

AMOUNT ENCLOSED $ _____
PLEASE DETACH THIS STUB AND RETURN WITH YOUR REMITTANCE

GENERAL REPRESENTATION

DISBURSEMENTS

IN HOUSE DUPLICATING	8.50
TELEPHONE	1.01
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 9.51

LEGACY PRODUCTIONS

FOR PROFESSIONAL SERVICES RENDERED

CONFERENCE WITH GAETANO MAIDA, JDG, MPF
REVIEW OF ISSUES RE: CONFLICT WITH POINT FOUNDATION
REVIEW OF PROPOSAL WITH RAPKE
REVIEW OF LETTER FROM GAETANO AND UNDERLYING DOCUMENTS; MET WITH MPF TO DISCUSS OPEN ISSUES;
T/C TANO RE: CONFLICT AND NOT-FOR-PROFIT ISSUES
PHONE CONFERENCE WITH TANO MAIDA AND REVIEW OF UNDERLYING AGREEMENTS
PHONE CONFERENCE WITH TANO MAIDA RE: FILM AGREEMENT
RCVIEW OF NOTES FROM PREVIOUS CONVERSATION WITH TANO
PHONE CONFERENCE WITH TANO MAIDA
DRAFTING OF POINT/LEGACY AGREEMENT
DRAFTING OF REVISED FILM RIGHTS AGREEMENT; T/C TANO WITH ADDITIONAL QUESTIONS
DRAFTING OF REVISED FILM RIGHTS AGREEMENT
REVIEW OF LEGAL ISSUES RE: HOME SHOPPING, REVERSION AND OTHER ISSUES IN AGREEMENT

FRANKFURT, GARBUS, KLEIN & SELZ
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
488 MADISON AVENUE
NEW YORK, NEW YORK 10022
TELEPHONE
(212) 980-0120
CABLE ADDRESS
MATMATO
FACSIMILE
(212) 308-8172

AMOUNT ENCLOSED $
PLEASE DETACH THIS BILL AND RETURN WITH YOUR REMITTANCE

POINT FOUNDATION
BILL NUMBER 05421-00000-009 MPF

PHONE CONFERENCE WITH TANO RE: HOME SHOPPING; MERCHANDISING
REVIEW OF PRODUCTION AND AGENCY AGREEMENTS
CONFERENCE WITH WOLFE
REVIEW OF ISSUES RE: AGENCY AGREEMENT AND
DRAFTED AGENCY AGREEMENT AND REVISED MOTION PICTURE AGREEMENT
DRAFTING OF REVISED AGREEMENTS AND LETTER TO TAN

TOTAL FEES FOR THIS MATTER $ 3,943.50

DISBURSEMENTS

IN HOUSE DUPLICATING	48.50
TELEPHONE	8.75
CAR SERVICE	15.00
WORD PROCESSING	266.00
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 338.25

TRADEMARKS

FOR PROFESSIONAL SERVICES RENDERED

CONFERENCE WITH MPF; TEL CONF. G. MAIDA; ON-LINE RESEARCH AND FAX TO MAIDA; TEL CONF. THOMSON AND THOMSON
CONFERENCE WITH N. ROSENTHAL
PHONE CONFERENCE WITH G. MAIDA AND REVIEW SEARCH REPORT

FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
488 MADISON AVENUE
NEW YORK, NEW YORK 10022

TELEPHONE
(212) 980-0120
CABLE ADDRESS
MATMITO
FACSIMILE
(212) 980-9178

AMOUNT ENCLOSED $
PLEASE DETACH THIS STUB AND RETURN WITH YOUR REMITTANCE

POINT FOUNDATION
BILL NUMBER 05421-00000 000 MPF

MEMO RM RE TRADEMARK APPLICATIONS FOR WHOLE EARTH
PHONE CONFERENCE WITH A.MAIDA
PREPARATION OF TRADEMARK APPLICATIONS - WHOLE EARTH CATALOG
PREPARATION OF TM APPLICATIONS RE: WHOLE EARTH CATALOG
PREPARATION OF WHOLE EARTH CATALOG TM APPLICATIO

TOTAL FEES FOR THIS MATTER	$ 1,037.50

DISBURSEMENTS

THOMPSON & THOMPSON	437.87
TOTAL DISBURSEMENTS FOR THIS MATTER	$ 437.87

BILLING SUMMARY

TOTAL FEES	$ 4,981.00
TOTAL DISBURSEMENTS	$ 780.63
TOTAL CHARGES FOR THIS BILL	$ 5,761.63
LESS PREPAID AMOUNT	$ 5,000.00 CR
TOTAL BALANCE NOW DUE	$ 761.63